

## **BIOENERGY PROGRAM AGREEMENT**

**See Page 11 for Privacy Act and Public Burden Statements.**

**THIS AGREEMENT**, made and entered into by and between Commodity Credit Corporation (CCC), a corporate Agency of the United States, and

1. Name of Firm:		<b>For CCC Use Only</b>
		Agreement Number
2. Mail Address: <i>(Regular mail)</i>		
3. Contact Person and Title:		4. IRS Tax Identification Number
5. Telephone No. (include area code)	6. FAX No. (include area code)	7. E-Mail Address

### **PART I - DEFINITION OF TERMS**

As used in this Agreement, the following terms shall have the following meanings:

**AGREEMENT** means the Bioenergy Program Agreement, Form CCC-850.

**APPLICATION** means the Bioenergy Program Application, Form CCC-850-A.

**ATF** is the Bureau of Alcohol, Tobacco and Firearms of the Department of the Treasury.

**BIODIESEL** is a nontoxic, biodegradable replacement for or additive to petroleum diesel derived from the oils and fats of plants and animals. Chemically, biodiesel is described as a mono alkyl ester.

**BIODIESEL PRODUCER** is a producer that produces and sells biodiesel registered and in good standing with EPA under Clean Air Act Amendment of 1990, Title II, Section 211(b).

**BIOENERGY** means ethanol and biodiesel produced from eligible commodities.

**ELIGIBLE COMMODITY** means barley, corn, grain sorghum, oats, rice, wheat, soybeans, sunflower seed, canola, crambe, rapeseed, safflower, flaxseed, mustard seed, sesame seed, and cellulosic crops, such as switchgrass and short rotation trees, grown on farms for the purpose of producing ethanol and or biodiesel or any other commodity or commodity by-product as determined and announced by CCC used in ethanol and biodiesel production which is produced in the United States and its territories.

**ELIGIBLE PRODUCER** means a bioenergy producer who has been determined by CCC to be eligible to receive Program payments and has entered into an Agreement with CCC.

**ETHANOL** is anhydrous ethyl alcohol manufactured in the United States and sold:

1. For fuel use and which has been rendered unfit for beverage use in a manner and which is produced at a facility approved by the ATF for the production of ethanol for fuel, or
2. As denatured ethanol used by blenders and refiners which has been rendered unfit for beverage use.

**ETHANOL PRODUCER** is a producer that has authority from the ATF to produce ethanol.

**FSA** means the Farm Service Agency, USDA.

**FY** means fiscal year beginning each October 1 and ending September 30 of the following year.

**GALLON CONVERSION FACTOR** is:

1. 2.5 gallons, unless otherwise determined by CCC, of ethanol produced per bushel of corn used in ethanol production.
2. 1.4 gallons, unless otherwise determined by CCC, of biodiesel per bushel of soybeans used in biodiesel production.
3. As announced by CCC for other than above.

**KCCO** means Kansas City Commodity Office.

**PAYMENT FACTOR** is the proration factor, not to exceed 100 percent, CCC establishes, based on Agreements submitted by eligible producers during the sign-up period, to accommodate requests for participation to the allotted funding.

**PAYMENT RATE.** The payment rate CCC will use in payment calculations, based on the amount of increased eligible commodity used by eligible bioenergy producers for bioenergy production for the application quarter FY to date versus the same time period in the previous FY. For producers that have total annual bioenergy production of:

1. Under 65 million gallons using corn or soybeans, payment will be made on 1 bushel for every 2.5 extra bushels of corn or soybeans used for production until announced otherwise by CCC.
2. 65 million gallons or more using corn or soybeans, payment will be made on 1 bushel for every 3.5 extra bushels of corn or soybeans used for production until announced otherwise by CCC.
3. Other than in 1 and 2 of this definition, as announced by CCC.

**PER UNIT VALUE** used by CCC to determine the payment amount issued under this Agreement will be for commodities:

1. With established terminal market prices:
  - A. The applicable terminal market price announced daily by the KCCO, FSA, adjusted by the county average differential in the county in which the plant is located and the applicable quality factors as determined by CCC.

**Note:** The county average differential used by CCC in determining the monetary amount will be the same as that used for producers under commodity loan programs.
  - B. Based on the terminal market price(s) in effect on the last day of the production quarter for which application is made.
2. Without established terminal market prices, as announced by CCC.

**PRODUCER** is a legal entity (individual, partnership, cooperative, or corporation, etc.) who is a commercial producer of bioenergy making application under this Program.

**QUARTER** means the time periods of October 1 through December 31, January 1 through March 31, April 1 through June 30, and July 1 through September 30 each FY.

**USDA** means the United States Department of Agriculture.

## **PART II - AGREEMENT SCOPE**

The Agreement entered into by CCC and an eligible producer shall consist of the terms and conditions provided in this Agreement and the program's regulations at 7 CFR 1424.

## **PART III - REGULATIONS AND OTHER AUTHORITIES**

Subject to the provisions of this Agreement, an eligible producer by accepting payments under this program agrees to follow the provisions of:

- A. 7 CFR 1424, Bioenergy Program Regulations
- B. Section 504 of the Rehabilitation Act of 1973, as amended by the Rehabilitation Comprehensive Services and Developmental Disabilities Amendments of 1978;
- C. 48 CFR Part 52, Section 52.222.21, Prohibition of Segregated Facilities
- D. 28 CFR Part 42 and 29 CFR Part 1691 related to handling employee discrimination complaints.
- E. 41 USC 22 requirements that no member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of the Agreement or to any benefit that may arise from this Agreement, but this provision shall not be construed to extend to an agreement made with a corporation for its general benefit.

The United States shall have the right to enforce compliance with statutes and regulations by suit or by any other action authorized by law.

## **PART IV - ELIGIBILITY REQUIREMENTS**

To receive approval under this Agreement, bioenergy producers must:

- A. Obtain an Agreement from the address in Part VII below or via the internet at "[www.fsa.usda.gov/daco/bioenergy/bioenergy.htm](http://www.fsa.usda.gov/daco/bioenergy/bioenergy.htm)".
- B. Submit a signed Agreement to CCC at the address in Part VII no later than the last day of the FY's sign-up period.
- C. Be assigned an Agreement number by KCCO indicating the producer is eligible for program payments.
- D. Maintain records indicating the:
  - 1. Quantity of bioenergy produced from each eligible commodity by location during the quarter compared to the same quarter in the previous FY and FY to date, and
  - 2. Quantity of each eligible commodity used to produce the bioenergy stated in (1) above during the quarter compared to the same quarter in the previous FY and FY to date.

E. Furnish CCC such certification before acceptance into the program, and access to such records, as CCC considers necessary to verify compliance with program provisions. This certification shall include:

1. For ethanol producers with authority from ATF to produce ethanol, copies of:
  - a. the Alcohol Fuel Producers Permit (ATF F 5110.74), or
  - b. both of the following:
    - Registration of Distilled Spirits Plant (ATF F 5110.41) and
    - Operating Permit (ATF F 5110.23).
2. For hydrous ethanol that is upgraded by another distiller to anhydrous ethyl alcohol, the increased ethanol production is eligible for payment one time. If the producer entering into this agreement is:
  - a. the hydrous ethanol producer, then the producer shall include with this Agreement an affidavit, acceptable to CCC, from the distiller stating that the:
    - i. applicable hydrous ethanol produced is distilled and denatured for fuel use according to ATF requirements
    - ii distiller will not include the applicable ethanol in any payment requests that the distiller may make under this program.
  - b. the distiller that upgrades hydrous ethanol to anhydrous ethyl alcohol, then the producer shall include with this Agreement an affidavit, acceptable to CCC, from the hydrous ethanol producer stating:
    - i that the hydrous ethanol producer will not include the applicable ethanol in any payment requests that may be made under this program
    - ii the commodity used in production of the hydrous ethanol was produced in the United States or its territories, and that all hydrous ethanol sold to this producer will only be made from this commodity.
3. For biodiesel producers who purchase oil for subsequent upgrading to biodiesel, an affidavit, acceptable to CCC, from the supplier stating the commodity used for oil production was produced in the United States or its territories, and that all oil sold to this producer will only be made from this commodity.
4. For biodiesel producers, certification that they are registered and in good standing with Environmental Protection Agency under Clean Air Act.

**Note:** Producers that lack any of the above documentation at the end of sign-up shall submit the applicable documentation as soon as possible thereafter. Eligibility for payments will not begin until all documentation is received by KCCO.

F. Allow verification by CCC of all information provided.

**Note:** Data furnished by the applicant will be used to determine eligibility for program payments. Furnishing the data is voluntary; however, without it program payments will not be approved. Providing a false certification to the Government is punishable by imprisonment, fines and other penalties.

G. Make Application submissions quarterly according to Part X.

H. If not purchasing raw commodity input, be able to prove to CCC's satisfaction that both purchases of eligible commodities, or their by-products, and bioenergy production increased.

**Example:** A producer that purchases soy oil from a soybean crushing plant for further refinement into biodiesel must prove to CCC's satisfaction that both soy oil purchases and biodiesel production increased for the applicable quarter.

- I. Certify the accuracy and truthfulness of the information provided in their Agreement.
- J. Submit Application, including supporting documents, for all licensed bioenergy plants each quarter, FY to date.
- K. If any change is made in any documents furnished with this Agreement, submit a copy of such revised documents promptly to the address in Part VII.

## **PART V - APPLICATION PROCESS**

To receive payments under this program during a FY, an eligible producer must:

- A. Have an approved Agreement and an Agreement number assigned by KCCO according to Part IV.
  - B. Obtain an Application from the address in Part VII below or via the internet at “[www.fsa.usda.gov/daco/bioenergy/bioenergy.htm](http://www.fsa.usda.gov/daco/bioenergy/bioenergy.htm)”.
  - C. Submit applications within 30 calendar days of the end of the FY for which payment is requested to the address in Part VII.
- Note:** If the actual deadline is a non workday, the deadline will be the next business day.
- D. Submit other relevant documents as required by CCC for the specific commodity. This certification shall include, for ethanol producers with authority from ATF to produce ethanol, copies of ATF Alcohol Fuel Plant Report (ATF F 5110.75) applicable to the FY for which program payments are received, as they are available.

**Example:** An ethanol producer receiving FY 2001 program payments shall submit ATF Alcohol Fuel Plant Report (ATF F 5110.75) for calendar year 2000 with the Agreement submission and for calendar year 2001 when it becomes available.

**Note:** Other relevant documents, such as production reports filed with State agencies, may be submitted or required by CCC, as evidence to qualify for participation in the program.

- E. Certify the accuracy and truthfulness of the information provided.
- F. Make submissions by the dates specified below:

<b>IF the quarter is...</b>	<b>THEN, submit all documents to KCCO by...</b>
October through December	January 31 of the following year.
January through March	April 30.
April through June	July 31.
July through September	October 31.

**Note:** Mail receipt will be determined by CCC using KCCO’s date and time stamp.

- G. Apply for and receive payments only once for each applicable quarter.
- H. If any change is made in any documents furnished with the Application, submit a copy of such revised documents promptly to the address in Part VII.

## **PART VI - ELIGIBILITY DETERMINATIONS**

- A. Applicants will, after Agreements are submitted, if:
  - 1. Determined eligible, receive notification of eligibility;
  - 2. Determined ineligible, be notified in writing of ineligibility for program participation and reason for determination;
  - 3. Additional information is needed for CCC to determine eligibility, be contacted for additional supporting documentation.

B. Applicants will, after Applications are submitted, if:

1. Determined eligible, receive payment;
2. Determined ineligible, be notified in writing of ineligibility for payment and reason for determination;
3. Additional information is needed for CCC to determine eligibility, be contacted for additional supporting documentation.

## **PART VII - PROGRAM ADDRESS AND PHONE NUMBER**

A. Submissions under this Program shall be made to one of the following addresses:

<b>If delivery is by...</b>	<b>THEN, send to...</b>
FAX  <b>Notes:</b> Documents requiring signatures must also be submitted by mail with original signature versions.  Mark FAX cover sheet " <b>Submission Under Bioenergy Program Agreement</b> "	816-823-1805 ATTN: Chief, Contract Reconciliation Division, KCCO
Regular First Class Mail  <b>Note:</b> In the first line of the envelope's address enter: " <b>Submission Under Bioenergy Program Agreement</b> ".	SUBMISSION UNDER BIOENERGY PROGRAM AGREEMENT CHIEF CONTRACT RECONCILIATION DIVISION PO BOX 419205 STOP 8758 KANSAS CITY MO 64141-6205
Express or over night mail  <b>Note:</b> Mark envelopes in the lower left corner " <b>Submission Under Bioenergy Program Agreement</b> ".	CHIEF CONTRACT RECONCILIATION DIVISION KCCO 6501 BEACON DRIVE STOP 8758 KANSAS CITY MO 64133.  Phone Number: 816-926-6454
Hand delivery  <b>Note:</b> Mark envelopes in the lower left corner " <b>Submission Under Bioenergy Program Agreement</b> ".	mail room (South entrance, lower floor) CHIEF CONTRACT RECONCILIATION DIVISION KCCO 6501 BEACON DRIVE STOP 8758 KANSAS CITY MO 64133.

B. Questions and requests for information related to this program may be made by calling the Contract Reconciliation Division of KCCO at 816-926-6454.

## **PART VIII - PAYMENT AMOUNT**

- A. The amount paid by CCC under this agreement shall be calculated based on the allowable increased energy production for the producer for the FY to date. The payment eligibility shall be updated for each quarter of the FY and payments will be made based on the producer's eligibility at the end of the quarter. New or renewed increases will be paid based on current per unit values. Refunds, when applicable, will be due using the per unit values on which the payments were made.
- B. The allowable increased energy production shall be determined by fuel type and shall be calculated each quarter based on all production, by the producer and all others, at all facilities in which the producer has an interest now (in the current FY), or in the preceding FY.
- C. The payment rate is based on the total expected production for the FY from Part XV below. This rate will have a large impact on CCC's projections for program expenditures and the resultant payment factor applicable to the FY. Therefore, once the rate determination has been made based on Part XV, producer payments will be made at this rate for the entire FY. Producers who report less than 65 million gallons of expected productions and then produce 65 million gallons per year, will have their payments recalculated at the lower rate and owe CCC a refund of all overpayments. Producers who fail to meet expected production estimations of 65 million gallons or more and produce less than 65 million gallons per year will not have their payments recalculated at the higher payment rate.

D. The amount of the producer's payment eligibility shall be calculated by taking the gross increased amount of energy production (as calculated under B) and:

1. Using the conversion factor, as defined in Part I, converting that production to a constituent amount of gross increased use of agricultural commodities (the producer must specify which commodity was used for that purpose);
2. Using the payment rate, as defined in Part I, converting those units of gross extra agricultural commodity use to net payable units of increased use;
3. Using the per unit value, as defined in Part I, convert those net payable units to a gross payment eligibility in dollars;
4. Using the payment factor, as defined in Part I, converting the gross payment eligibility to a net payment eligibility.

**Formula:**

$$(((\text{Increased eligible gallons of bioenergy produced} \div \text{gallon conversion factor}) \div \text{payment rate}) \times \text{per unit value}) \times \text{payment factor} = \text{Payment}$$

**Example:** The calculation for a 1,000 gallon increase in ethanol production from corn (gallon conversion factor = 2.5) by a producer who produces less than 65 million gallons annually (payment rate = 2.5) when relevant corn price is \$2.00 per bushel and the payment factor is 0.75 for the applicable FY would be:  $((((1,000 \div 2.5) \div 2.5) \times \$2.00) \times .75) = \$240.00$ .

- E. Producers must certify, as well, to the best of their knowledge the amount of increased use of the agricultural commodity involved at all plant locations for which energy production for the current FY and previous FY reported as defined in Part XV. If the amount so certified at the end of the FY is less than the agricultural commodity's use in the comparison period, CCC may make a commensurate deduction in the amount of the payment that will otherwise be made available.
- F. As set out above, payment eligibility will be updated quarterly, but a net increase in production will only be paid for once (except where there has been a refund in the case of fluctuating production) and refunds can become due if that increase is not sustained over the course of the FY or if there is a violation of some kind of the agreement, as will be demonstrated by the following examples:

**Examples:** First quarter 2001 ethanol increase was 100,000 gallons and that increase was maintained until the fourth quarter when total FY 2001 increased production was only 80,000 gallons. A reimbursement for the program payment made on the 20,000 gallons is due CCC.

A producer who receives a first quarter 2001 payment for \$10,000 fails to make subsequent submissions as required in Part X. A reimbursement for the \$10,000 program payment is due CCC. In addition, interest may be due from the date CCC issued the first quarter payment through the date of repayment at CCC's program interest rate.

- G. If for any quarter the amount of funds available under this program shall be exhausted despite, or without, the proration made at the beginning of the program year, the CCC may apportion the funds among all eligible claims in this program as it deems appropriate. The amount of funds made available for this program shall be \$150 million for each FY 2001 and FY 2002. That amount shall not be considered renewed by refunds that may be collected under the program.
- H. Payments under this agreement are, at all times, subject to the availability of funds.
- I. A producer may terminate the producer's participation in the program at any time by refunding with interest, at a rate established by CCC, funds received under the program.
- J. It is understood by the producer that the producer must file a report of eligibility for each quarter of the FY regardless of whether the producer is seeking a new payment.

- K. In the event, accounting for other facilities in which the producer had an interest, but no longer has one, would be onerous or contrary to the purposes of this program, the producer may by letter request an exception from that requirement in which case the CCC shall, in its discretion only, determine whether to allow that exception and the terms on which that exception will be permitted. Such inquiries should be addressed to the Chief, Contract Reconciliation Division, FSA, USDA at the address in Part VII above and should accompany the initial request for participation in the program.
- L. CCC retains the right to entertain requests by producers for waivers of requirements under this agreement and to grant such waivers to the extent that it is determined by CCC that such a grant would serve the purposes of the program.
- M. A person who obtains a facility whose increased production is the subject of this agreement may request permission to succeed to the program contract and CCC may grant such request if it is determined that permitting such succession would serve the purposes of the program. CCC shall set the terms and conditions for such succession and for such modification to the original agreement as may be needed. Further it is understood and agreed that CCC may terminate this agreement and demand a full refund of payments made if a contracting party loses control of a facility whose increased production is the basis of a program payment or otherwise fails to retain the ability to assure that all program obligations and requirements will be met.

#### **PART IX - PAYMENT ISSUANCE**

CCC will issue electronic payments to producers no later than 30 business days after eligibility is determined. If payment is not made within 30 business days of eligibility determination, CCC will pay interest at the rate the U.S. Treasury charges CCC.

#### **PART X - REQUIRED DOCUMENT SUBMISSIONS**

The eligible producer agrees to:

- A. Submit a completed Application for each quarter of the applicable FY for each plant location in which the producer has an interest now (in the current FY), or in the preceding FY.

**Note:** Failure to make a subsequent Application submission will result in loss of program eligibility and subject to provisions in Part VIII.

- B. Reimburse CCC for any overpayment received according to Part VIII.

#### **PART XI - AUDIT OF RECORDS AND ACCESS TO PREMISES**

The eligible producer agrees that CCC, the Inspector General of USDA, and the Comptroller General of the United States, through their duly authorized representatives, shall have access to and the right to examine any books, documents, papers, and records of the eligible producer involving transactions relating to this Agreement. The eligible producer shall make available at the producer's office at all reasonable times the materials described in this Part for examination, audit, or reproduction until 3 years after the date of any payment issued under this Agreement. Records must be retained and be inspected for a longer period of time in the event that there shall be a dispute that arises before the end of the 3 year period.

#### **PART XII - ELIGIBLE PRODUCER CERTIFICATION**

By signing and submitting Agreement's Certification and Acceptance block, the eligible producer warrants and represents that all claims for payments and supporting documents submitted to CCC under this Agreement are correct and true. Submission of a false claim or the making of any false representation with respect to eligibility and participation in the program will result in criminal and civil liability.

#### **PART XIII - ASSIGNMENTS AND SETOFFS**

No assignment shall be made by the eligible producer of this Agreement or of any rights associated with it.



**PART XIV - APPEALS**

- A. Producers who dispute a KCCO decision may request a review of the decision by the Deputy Administrator, Commodity Operations (DACO). The request must be in writing and contain the relevant facts upon which the review will be heard and must be received by DACO within 30 days from the date of the disputed decision. Requests must be directed to:

Director, Warehouse and Inventory Division, FSA, USDA  
 STOP 0553  
 Washington, DC 20250-0553  
 Facsimile 202 690-3123  
 E-Mail [Howard\\_Froehlich@wdc.fsa.usda.gov](mailto:Howard_Froehlich@wdc.fsa.usda.gov)

- B. Producers who dispute a review decision by DACO may appeal such decision to the National Appeals Division. The appeal must be made within 30 days of receipt of a DACO decision. The appeal will be conducted in accordance with 7 CFR Part 780 and must be directed to the National Appeals Division.

**PART XV - OPERATING DATA**

- A. Producers applying for approval for ethanol production shall complete the following tables.

1. Report totals for all ethanol plants in which the producer has an interest or had an interest in the previous FY.

Item	Commodity						Totals
1. Commodity Used for Production of Ethanol							
2. Reporting Unit ( <i>Check one</i> )	<input type="checkbox"/> Bu.	<input type="checkbox"/> Bu.	<input type="checkbox"/> Bu.	<input type="checkbox"/> Bu.	<input type="checkbox"/> Bu.		
	<input type="checkbox"/> Cwt.	<input type="checkbox"/> Cwt.	<input type="checkbox"/> Cwt.	<input type="checkbox"/> Cwt.	<input type="checkbox"/> Cwt.		
	<input type="checkbox"/> Gallons	<input type="checkbox"/> Gallons	<input type="checkbox"/> Gallons	<input type="checkbox"/> Gallons	<input type="checkbox"/> Gallons		
3. Reporting Period: From: _____ To: _____							
4. Units Used							
5. Gallons Produced							
6. Proof							
7. Projections for Next FY Period: From: _____ To: _____							
8. Units Used							
9. Gallons Produced							
10. Proof							
11. Total ATF licensed capacity in gallons for this firm in all plants under all licenses:							

2. List each licensed ethanol production location in which the producer has an interest or had an interest in the previous FY.

**Note:** Attach an additional listing if more than 5 locations.

Plant Name	ATF License Number	Location		Production Capacity (1,000 gallons)	Production Increase Expected (1,000 gallons)
		State	County		
1.					
2.					
3.					
4.					
5.					
<b>Totals:</b>					

B. Producers applying for approval for biodiesel production shall complete following tables.

1. Report totals for **all biodiesel** plants in which the producer has an interest or had an interest in the previous FY.

Item	Commodity			Total
1. Commodity Used for Production of Biodiesel				
2. Reporting Unit ( <i>Check one</i> )	<input type="checkbox"/> Bu.	<input type="checkbox"/> Bu.	<input type="checkbox"/> Bu.	
	<input type="checkbox"/> Cwt.	<input type="checkbox"/> Cwt.	<input type="checkbox"/> Cwt.	
	<input type="checkbox"/> Gallons	<input type="checkbox"/> Gallons	<input type="checkbox"/> Gallons	
3. Reporting Period: From: _____ To: _____				
4. Units Used				
5. Gallons Produced				
6. Projections for Next FY Period: From: _____ To: _____				
7. Units Used				
8. Gallons Produced				

2. List **each biodiesel production location** in which the producer has an interest or had an interest in the previous FY.

**Note:** Attach an additional listing if more than 5 locations.

Plant Name	Location		Production Capacity (1,000 gallons)	Production Increase Expected (1,000 gallons)
	State	County		
1.				
2.				
3.				
4.				
5.				
<b>Totals:</b>				

## PART XVI - TERM OF AGREEMENT

This Agreement will continue in force for one FY unless terminated in writing by CCC or at the mutual agreement of the parties. CCC may also terminate this Agreement without prior notice when required to do so by programmatic requirements, expiration of authorizing legislation, or exhaustion of funds.

CERTIFICATION AND ACCEPTANCE	
I certify that the information included with this Agreement is true and correct to the best of my knowledge and belief. I also certify that the documents submitted are true and correct current copies of these documents.	
<b>BIOENERGY PRODUCER:</b>	<b>COMMODITY CREDIT CORPORATION:</b>
(COMPANY NAME)	By: _____ (CONTRACTING OFFICER)
By: _____	Effective Date: _____
Title: _____	
<p><b>NOTE:</b> The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 15 USC 714 and regulations promulgated thereunder (7CFR 1424). The information will be used to determine eligibility to receive payments under the Bioenergy Program. Furnishing the requested information is necessary to monitor participation in the Bioenergy Program. Failure to furnish the requested information will result in denial of further monies or other benefits paid out under this program unless these forms are completed and filed as required by existing law and regulations. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001, 1014; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided.</p> <p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The valid OMB Control Number for this information is 0560-0207. The time required to complete this collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p>	

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.